IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

REQUEST FOR PROPOSALS SPECIFICATION NO. 03-018

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

THE ANNUAL REQUIREMENTS FOR

HOUSEHOLD HAZARDOUS WASTE SERVICES FOR CITY & COUNTY DEPARTMENTS and LIMITED SMALL BUSINESS HAZARDOUS WASTE

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, January 22, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex, S.W. Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer: and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/ hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

4.3.2 That all date sorting by the software/ firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/ hardware/equipment/ systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the Cityprior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, exceptan addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Cityhas the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. **LAWS**

11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

Request For Proposal 03-018 Household Hazardous Waste Collections, Hazardous Waste Services for City and County Departments, and Limited Small Business Hazardous Waste Services

CONTENTS-by section:

- 1. Definitions
- 2. Scope of Work
- 3. Proposal Specifications for Household Hazardous Waste Collection Services
 - 3.1 Proposal Evaluation Criteria
 - 3.2 Proposal Requirements
 - 3.3 Services Requirements
 - 3.4 On-Site Equipment List
 - 3.5 Spill, Fire, Contingency, and Emergency Response Plan(s)
 - 3.6 Waste Analysis Plan
 - 3.7 Handling of Waste Types Collected
 - 3.8 Waste Material Bulking Procedures
 - 3.9 Packaging Guidelines
 - 3.10 Transportation, Storage, and Disposal Facility Listings and Related Information
 - 3.11 Handling, Treatment and Disposal Methods
- 4. Waste Disposal Hierarchy and Waste Management Options
- 5. Reports and Manifesting
- 6. Cost Proposal Contractor's shall complete the attached Cost Proposal Form as outlined and submit with Proposal.
- Amendment No. 1 Proposal Specifications for City and County Departments and Agencies Hazardous Waste Services
- Amendment No. 2 Proposal Specifications for County Limited Small Business Hazardous Waste Services

1. <u>DEFINITIONS</u>

Attachments Proposal Specifications that are additional work to be included as part of the Contract

services.

City Shall mean City of Lincoln, Lancaster County, Nebraska.

Contract Shall mean the agreement between LLCHD and Contractor's proposal was chosen to

provide services for Household Hazardous Waste Collection Services. This contract may also include services for City and County Department or Agencies and for Small Business

Hazardous Waste Services.

Contract Services Services to be provided by Contractor as required by Contract.

Contractor A party who submits a proposal to this Request For Proposal for household hazardous

waste. For the purpose of the contract, the proposer who was awarded the contract shall

be the contractor required to provide contract services.

County Shall mean Lancaster County, Nebraska.

Gross Weight Weight totals prior to bulking, or including container weights.

Gross Volume Volume totals prior to bulking, consolidation, or container removal.

LLCHD Shall mean Lincoln-Lancaster County Health Department, Lincoln, Nebraska.

Mobilization

Services Services related to picking up waste other than packaging, characterization, and recycling

or disposal services. This includes transportation and associated costs to and from a

waste pick-up location to the destination disposal facility.

Net Weight Weight totals of contents with a one pound minimum.

Net Volume Volume totals after bulked.

Participant All household's in City and County.

Temporary

Collection Sites Temporary locations where a household hazardous waste collection event will take place.

2. SCOPE OF WORK

2.1 The LLCHD has held household hazardous waste collections since 1985. This is a request for a quotation from the LLCHD for hazardous waste packaging, transportation, and recycling/disposal services for 6 to 10 household hazardous waste collections per year.

*Specifications for this item found in Section 2 through Section 7.

2.2 This is a request for a quotation from the LLDHD for the Contractor for hazardous waste packaging, transportation, and recycling/disposal services for hazardous waste services to be provided upon request to City and County departments.

*Specifications for this item found in Attachment No.1

Specifications for City and County Departments and Agencies Hazardous Waste Services.

2.3 This is also a request for the Contractor to submit a proposal for additional limited hazardous waste services to be provided to local small businesses that are Conditionally Exempt Small Quantity Generators (CESQG) of hazardous waste as part of educational events conducted by the LLCHD.

* Specifications for this item found in *Attachment No.2*

Specifications for Lancaster County Limited Small Business Hazardous Waste Services.

- 2.4 This request for proposal includes many, but not all of, the requirements for the contract. These requirements are provided to the Contractor in order to inform the Contractor of what may be required when performing contract services and the costs associated with such services. The Contractor should expect these requirements to be incorporated into the contract.
- 2.5 The following data, collected by LLCHD, for 2001 household hazardous waste collections are typical of participation rates and waste volumes collected for off-site disposal. However, rates and waste volume may vary.
 - 2.5.1 Number of participants per collection: 150-450
 - 2.5.2 Net weight of waste collected per collection: 5,000 –15,743 pounds
- 2.6 The household hazardous waste collections will take place 6 to 10 different times at different temporary collection sites and there may be a one-day milk-run collection.
- 2.7 There will be one or two collections conducted at rural locations within the County.
- 2.8 Daily collection schedules:
 - 2.8.1 All Saturday collections will be open approximately 6 hours from mid morning to late afternoon.
 - 2.8.2 Any Friday collections will be open in the afternoon for 3 to 5 hours.
- 2.9 Known and unknown wastes are transported to the temporary collection site by the Participants. These waste are transported in containers that range in size from one (1) to ten (10) gallons in size.
- 2.10 The temporary collection facilities will use a drive-through, drop-off waste collection system.
- 2.11 Wastes from businesses, conditionally exempt small quantity generators of hazardous waste, or other extremely small quantity generators of hazardous waste will not be accepted at household hazardous waste collections unless prior arrangements are made with LLCHD Representative.
- 2.12 The term of agreement will be for one (1) year, with options to renew for two (2) additional one year terms and tracked under a separate manifest and billing.

3. SPECIFICATIONS

- 3.1. Proposal Evaluation Criteria:
 - 3.1.1. The proposal submitted will be evaluated for the following proposal criteria:
 - 3.1.1.1 Responsiveness and quality of the Technical Proposal.
 - 3.1.1.2 Ability to provide services as described.
 - 3.1.1.3 Liability protection offered to the City and County.
 - 3.1.1.4 Environmental/regulatory compliance status.
 - 3.1.1.5 Company history, track record, and reputation.
 - 3.1.1.6 Cost Proposal.
 - 3.1.1.7 Certificate of disposal and final disposal for all waste streams.
 - 3.1.1.8 Any other criteria deemed necessary to thoroughly evaluate the proposal.
 - 3.1.2 The City and County will award this contract to a Contractor that can provide services meeting all criteria specified in the Technical and Cost Proposals and who can meet all other requirements as specified in this *Request for Proposal*.
 - 3.1.3 All alternate disposal or recycling methods can be presented and will be evaluated. The City of Lincoln- Lancaster County Proposal Review and Selection Committee may favor new or alternative methods that are better for the environment and more cost effective.
- 3.2 Proposal Requirements
 - 3.2.1 Contractor's Company Information
 - 3.2.1.1 Contractor shall provide an updated company organizational structure for all entities that will be involved in the contract services.
 - 3.2.1.2 Contractor shall provide a five (5)-year environmental compliance history for all entities that will provide services associated with the contract services.
 - 3.2.1.3 All services conducted as part of the contract must be conducted in compliance with all applicable federal, state, and local laws and regulations.
 - 3.2.1.4 There will be no sub-contracting allowed for services rendered as part of the contract without prior written approval from the LLCHD.
 - 3.2.2 Related Project Experience and References
 - 3.2.2.1 Contractor shall provide a reference list of at least four completed household hazardous waste contracts that have been performed by the Contractor, including: dates services were provided; project names; contact names; addresses; telephone numbers; and a brief description of each household hazardous waste collection service contract it has performed.

- 3.2.2.2 Contractor shall provide a list of all Household Hazardous Waste Collection service contracts that it did not complete and the reasons why such services were not completed.
- 3.2.2.3 Contractor shall provide at least three (3) letters of reference from organizations for which the Contractor has completed household hazardous waste collections and/or other hazardous waste services.

3.2.3 Employee Training and Experience

- 3.2.3.1 Contractor shall provide a detailed training outline that differentiates between training requirements for chemists and training for technicians, and other positions that will be providing services as part of contract.
- 3.2.3.2. The Contractor shall provide an outline of the role of each employee position during on-site collection activities.
- 3.2.3.3 Contractor shall provide a listing of the names of the employees that will be involved in any contract service along with the employee's experience, education, training, and duties to be performed.
- 3.2.3.4 Contractor shall identify a technical contact and/or project manager for each household hazardous waste collection.
- 3.2.3.5 Contractor shall identify an administrative contact who will be available as the contract services are provided.

3.2.4 Insurance Requirements

- 3.2.4.1 Contractor shall submit a copy of current Company insurance; See attached Insurance Clause to be used for all City of Lincoln and Lancaster County Contracts involving Hazardous Waste Services.
- 3.2.5 Contractor will be required to enter into a Master Services Agreement with the City County.
 3.2.5.1 The Master Services Agreement will be provided by the City and County.
- 3.2.6 LLCHD Representatives, Environmental Compliance Audit of Contractor Disposal, and Recycling Facilities Required.
 - 3.2.6.1 Contractor will be required to provide one (1) visit and shall allow inspections by one or two LLCHD representatives for the purpose of environmental compliance auditing of any facilities receiving waste from household hazardous waste collections, or other collections associated with Attachment No.1 or Attachment No.2 of these Proposal Specifications at a time that is mutually agreeable during the term of the agreement.

3.2.7 Meetings Required

- 3.2.7.1 Contractor shall participate in a pre-annual operation and post-operation meeting at the LLCHD to finalize contract service plans and/or to discuss follow-up recommendations in an effort to continually improve the contract services.
- 3.2.8 Technical Proposal for Hazardous Waste Services Required.

3.2.8.1. Site Set-Up Model.

- 3.2.8.1.1 Contractor shall provide a diagram of a temporary household hazardous waste collection facility.
- 3.2.8.1.2 Contractor shall include a diagram that includes traffic flow, positioning of tent(s), fire and spill response, the approximate location of safety equipment and support vehicles.
- 3.2.8.1.3 Contractor shall include a diagram of detailed description of site operations, including: receipt, segregation, designation, testing, bulking, packaging, and loading of hazardous waste.

3.3 Services Required.

- 3.3.1 The Contractor shall assist the LLCHD at household hazardous waste collection sites.
- 3.3.2 The Contractor shall be responsible for the packaging, transportation, and recycling/disposal of household hazardous waste generated in Lancaster County.
- 3.3.3 The Contractor shall, upon request of the LLCHD, provide staff experienced or trained to coordinate the proposed collection site layout and procedures, as well as other logistics of the running the temporary household hazardous waste collection facility.
- 3.3.4 The Contractor shall include movement of minimum of a four (4) person team per site plus supplies, equipment, packing materials, and any other items necessary to go to and from the temporary collection event.
- 3.3.5 The Contractor shall be responsible for providing personal for two (2) hour set up and two (2) hour decommission of the temporary collection event for a total of ten (10) hours, excluding breaks and lunch.

- 3.3.6 The Contractor shall provide tent(s) of sufficient size for Contractor to pre-sort, test and pack collected waste materials and prevent run-off from chemical handling areas in the event of precipitation. (Historically, two tents with approximately 20 feet by 20 feet dimensions have been used for household hazardous waste collections.)
- 3.3.7 The Contractor shall provide a portable emergency decontamination shower with a 50 gallon capacity or the equivalent and a portable eyewash station with volume sufficient to provide at least 15 minutes of deluge water flow is required to be at each temporary collection facility.
- 3.3.8 The Contractor shall submit a Waste Analysis Plan, refer to section 3.4.4.
- 3.3.9 LLCHD Responsibilities: The LLCHD will assume the following responsibilities associated with the contract:
 - 3.3.9.1 Coordination of the information in the Contingency Plan that is particular to the local area, such as contacting the local emergency agencies and providing the contact telephone numbers to the Contractor.
 - 3.3.9.2 Selection of site locations for all temporary collection facilities.
 - 3.3.9.3 Crowd control.
 - 3.3.9.4 Provide Personal Protective Equipment (PPE) for LLCHD, City and County personnel staffing the household hazardous waste collections.
 - 3.3.9.5 Provide refuse/trash containers (dumpsters) for the disposal of the non-hazardous solid waste suitable for disposal in City's landfill.
 - 3.3.9.6 LLCHD, City and County personnel and Community Volunteers will remove waste materials from household hazardous waste collection Participants' vehicles and will serve as the primary liaison with the Participants visiting the temporary collection facilities.
 - 3.3.9.7 LLCHD, City and County personnel will provide a representative to review and sign the *Uniform Hazardous Waste Manifests* and associated documents. This representative will be responsible for environmental compliance reporting and record-keeping.
 - 3.3.9.8 LLCHD personnel will obtain temporary Environmental Protection Agency Identification Numbers, hereinafter referred to as EPA I. D. for all temporary collection facility locations from the Nebraska Department of Environmental Quality (NDEQ).
 - 3.3.9.9 LLCHD, City and County personnel will provide traffic control signs or device to control traffic flow.
 - 3.3.9.10 LLCHD may prepare, administer, and analyze Household Hazardous Waste Collection Participant surveys.
 - 3.3.9.11 LLCHD will advertise the household hazardous waste collections through sources such as: newspapers, radio, television, citizen telephone inquiries, posters, flyers, and signs.
- 3.4. On-Site Equipment List.
 - 3.4.1. A list of equipment that will be provided by Contractor and by Contractor employees of all equipment that is available at all the household hazardous waste temporary collection site.
 - 3.4.1.1 This list should include fire prevention, safety, personal protective equipment, packaging materials, spill prevention and containment materials, and other equipment the Contractor deems suitable and necessary for completing the contract services.
- 3.5. Spill, Fire, Contingency, and Emergency Response Plan(s).
 - 3.5.1 Contractor shall provide a model spill prevention, containment, and clean-up plan tailored to activities associated with operation of a temporary household hazardous waste collection facility. This plan shall include spill clean-up and response procedures.
 - 3.5.2 Contractor shall submit model procedures for a site-evacuation, notification, and emergency procedures to be posted at the temporary household hazardous waste collection facilities.
- 3.6 Waste Analysis Plan
 - 3.6.1 The Contractor shall submit a model and facility waste analysis plan describing the waste characterization procedures, sampling methods, and fingerprint procedures used.
 - 3.6.2 The plan should also describe load verification and testing protocol used at the destination receiving facility.
 - 3.6.3 The plan shall indicate EPA sampling and testing methods used for field and load verification procedures.
 - 3.6.4 The Contractor shall provide a hazmat plan for unknown waste.

- 3.7 Handling of Waste Types Collected
 - 3.7.1 Contractor must be capable of accepting all waste types collected, including but not limited to, pressurized containers, PCB's, asbestos, dioxins, mercury, mercury compounds, and a variety of pesticides and other hazardous waste types. Specify any exceptions in Proposal and see Section 3.5.6 and 3.5.7.
 - 3.7.2 Contractor must accept all waste materials brought to the Household Hazardous Waste Collection Facilities, except for medicines, explosives, antifreeze, used oil, and batteries.
 - 3.7.2.1 Waste materials which shall be accepted at the household hazardous waste collections include: herbicides and pesticides, mercury- lighting waste, wood preservatives, wastes containing polychlorinated biphenyls (PCB's), organic solvents, adhesives, dirty fuels, polishes, waxes, stains, varnishes, paint thinners, paint strippers, oil and solvent-based paints, automotive refrigerants, partially filled and full aerosol cans, mercury, small compressed gas containers, and unknowns.
 - 3.7.3 Contractor must be able to characterize waste at the temporary household hazardous waste collection facilities and package and transport appropriately.
 - 3.7.3.1 A predetermined waste profiling system can be used to assist in the characterization of the waste.
 - 3.7.4 Contractor must be able to characterize and accept unknowns at the temporary household hazardous waste collection facilities.
 - 3.7.4.1 A hazmat plan shall be used.
 - 3.7.5 Decisions regarding whether or not to accept waste materials and whether or not the materials are hazardous or non-hazardous (meaning that they could be disposed of in local municipal landfills or by pouring into the sanitary sewer) will be made jointly by the LLCHD personnel and the Contractor's on site Chemist(s).
 - 3.7.6 The Contractor shall list waste types that are unacceptable and that cannot be shipped for disposal directly from the temporary household hazardous waste collection facility.
 - 3.7.7 The Contractor shall provide alternative disposal methods for wastes on the unacceptable waste list.
 - 3.7.8 Any material deemed unacceptable for the collection but is deemed a public health risk shall be transported to the LLCHD hazardous waste storage facility for characterization and future disposal.
- 3.8 Waste Material Bulking Procedures.
 - 3.8.1 The Contractor should bulk package liquid waste materials, such as those acceptable for fuel blending, recycling, or direct injection incineration.
 - 3.8.2 The Contractor shall submit Standard Operating Procedures for the bulking of liquids, including paint, at the temporary household hazardous waste collection facility.
- 3.9 Packaging Guidelines.
 - 3.9.1 Wastes collected at household hazardous waste collections are to be packaged according to Department of Transportation specifications, loaded onto Contractor vehicles, and transported from the temporary collection facility at the end of each day by the Contractor.
 - 3.9.2 The Contractor shall indicate the packaging guidelines to be used for each waste type identified in the Cost Proposal. These guidelines shall specify the container size, type, and any special packaging requirements that may be necessary and Department of Transportation (DOT) exemptions to be used. The guidelines shall also specify the net volume or weight of each waste type category that can be packaged into various sized containers.
 - 3.9.3 The Contractor will be required to provide the LLCHD a summary of upcoming changes regarding packaging used and cost changes annually upon renewal of the contract.
 - 3.9.4 Prior to shipping, all packages shall be weighed on a scale accurate to one pound to determine gross weight for manifest purposes.
- 3.10 Transportation. Storage, and Disposal Facility Listings and Related Information.
 - 3.10.1 The Contractor shall provide a complete listing of all facilities that will be receiving waste materials expected from household hazardous or other waste collection facilities that are part of the contract services.
 - 3.10.2 The Contractor shall provide a complete list of all temporary (10- day) storage/transfer facilities and ultimate disposal facilities, if not the receiving facility, which may be utilized between the household hazardous waste collections and the final disposal/recycling destination.
 - 3.10.2.1 The list shall include the name, location, contact, telephone number, EPA I.D. Number, summary of permit conditions, status of permit, types of waste accepted, and reasons why the facility will be used.

- 3.10.2.2 Permits (or official authorization to operate) for each of these facilities shall be attached to Proposal.
- 3.10.3 The Contractor may provide descriptive information, such as marketing or sales brochures with Proposal.
- 3.11 Handling, Treatment and Disposal Methods
 - 3.11.1 The Contractor shall provide a written narrative describing handling, treatment, and disposal methods for each different waste material type collected.
 - 3.11.1.1 If wastes are repackaged, bulked, or treated in any way prior to the final disposal destination, these occurrences shall be described in detail in the narrative.
 - 3.11.2 The Contractor shall include in narrative a process description for the recycling of each waste type collected at the household hazardous waste collections.
 - 3.11.2.1 Include the name, address, and EPA I.D. Number of the facility providing services.
 - 3.11.2.2 Include the location at which each handling or treatment step is conducted by the recycling facility.
- 4. Waste Disposal Hierarchy and Waste Management Methods.
 - 4.1 The following is the preferred disposal hierarchy for all waste materials collected at household hazardous waste collection facilities: recycle/reuse; reclaim (metals/polymers); burn as alternative fuel or fuel supplement; chemical or physical treatment (not including stabilization for landfilling); incineration; and chemical landfill disposal.
 - 4.1.1 The Contractor will be required to follow this preferred hierarchy unless contractor specifies in detail, in Proposal all variations to hierarchy for each waste stream.
 - 4.1.2 The Contractor will be required to continually evaluate the opportunities for moving higher on the waste management hierarchy for those waste materials collected at the household hazardous waste collections and shall report annually regarding how viable opportunities are implemented.
 - 4.1.3 The Contractor must guarantee that waste will not be land filled without specific written preauthorization by the LLCHD, and in such case must be landfilled in a Subtitle C landfill.
 - 4.1.4 The Contractor shall dispose of via retort and a credit applied for reclaimed product per unit weight, where possible for elemental mercury and mercury contained in manufactured articles.
- 5. Reports and Manifesting.
 - 5.1 The Contractor shall provide with Proposal model reports described in Section 5.1.1.
 - 5.1.1 The Contractor will be required to file a report of container contents for each waste type collected at each temporary household hazardous waste collection facility within 15 days following the event.
 - 5.1.2 Waste materials that are lab-packed, bulked on-site, or otherwise managed shall be delineated in these reports.
 - 5.1.2.1 Reports shall include lab-pack inventory worksheets, or tally sheets for each household hazardous waste collection in addition to other hazardous waste documents.
 - 5.1.3 Reports shall include a copy of the waste destination receiving facility's waste load receipt inventory (also referred to as Inbound Manifest Report, or receiving invoice).
 - 5.1.4 The Report shall also define problem areas, identify recommendations for improvement, and any other comments necessary for future events.
- 6. Cost Proposal
 - 6.1 Contractor shall complete the attached Cost Proposal Form as outlined and submit with Proposal.
 6.1.1 The form includes services that shall be requested from the Contractor.
 - A comprehensive idea of how the Contractor's cost proposal should be established are outlined as follows:
 - 6.2.1 Mobilization, Demobilization, On-Site Equipment, and Operation. The costs in this section should include the following:
 - 6.2.1 The cost for the movement of a minimum of a four (4) person team per site plus supplies, equipment, packing materials, and any other items necessary to go to and from the temporary collection event.
 - 6.2.2 Cost for a two (2) hour set-up and two (2) hour decommission of the temporary collection event for a total of ten (10) hours on-site, excluding breaks and lunch.
 - 6.2.3 Cost Per Diem, if necessary.
 - 6.2.4 Cost for all labor.

- 6.2.5 Cost for truck rentals or other transportation costs.
- 6.2.6 Cost for personal protective equipment, spill response and other safety equipment, and packing containers and related materials.
- 6.2.7 Cost for tent(s).
- 6.2.8 Cost for all administrative expenses.
- 6.2.9 Contractor shall provide the individual cost of operating a temporary household hazardous waste collection.
- 6.2.10 The Proposal shall indicate costs for:
 - 6.2.10.1 Six to ten collections per year.
 - 6.2.10.2 Two collections should be proposed as two (2) day events, in two separate locations including the mobile collection and any additional manpower, equipment, or associated costs necessary to properly perform this type of event.
- 6.3 On-Site Labor Not Included in 6.1.
 - 6.3.1 Contractor shall provide cost of on-site labor for any time that might be required in excess of ten (10) hours on-site on a per hour basis for four (4) employees.
- 6.4 Bulking/Disposal of Liquids.
 - 6.4.1 The Contractor shall provide cost per gallon for disposal and for the labor associated with bulking on-site versus other methods of disposal for each type of waste being bulked at household hazardous waste collections; and for cost per each proposed disposal method.
 - 6.4.2 The waste management and/or disposal method shall be for each waste type in Waste Analysis Plan provided.
- 6.5 Characterization of Unknowns.
 - 6.5.1 The Contractor shall submit cost of field analysis and characterization per unknown. A description of the procedures should be included in Waste Analysis Plan.
 - 6.5.2 A separate cost proposal shall be included if more than one procedure is provided in Waste Analysis Plan.
- 6.6 Paint
 - 6.6.1 The Contractor shall propose cost per gallon.
 - 6.6.1.1 Contractor shall specify the cost per latex and oil-based paint per gallon.
 - 6.6.1.1.1 The Contractor shall indicate waste management methods to be used for each type of paint waste in Waste Management Plan.
- 6.7 Aerosols
 - 6.6.1 The Contractor shall indicate cost per pound of consumer-type aerosol cans for each waste management method proposed.
- 6.8 Lab-packs
 - 6.8.1 The Contractor shall indicate cost per pound for each waste management method proposed.
- 6.9 Dioxins
 - 6.9.1 The Contractor shall indicate cost per pound for each waste management method proposed.
 - 6.9.1 The term dioxins refers to wastes that contain the chemicals: pentachlorophenol, pentach.lorophenate, trichlorophenol (2,4,5-T), and related compounds such as 2,4,5,-TP/silvex, Ronnel, Fenchlorophos, hexechlorophene, and any waste material with EPA code numbers: F020-F023 and F026-F028.
- 6.10 Polychlorinated Biphenyls (PCB's).
 - 6.10.1 The Contractor shall indicate cost per pound for each waste management method proposed.
 - 6.10.2 Preferred method of disposal for PCB's is incineration.
- 6.11 Mercury-Containing Wastes.
 - 6.11.1 The Contractor shall indicate cost per item for all sizes and types of fluorescent unbroken light bulb items and cost per pound for broken waste materials for each waste management method proposed.
 - 6.11.2 Elemental mercury and mercury contained in manufactured articles shall be disposed of via retort and a credit applied for reclaimed product per unit weight, where possible.
- 6.12 Small Compressed Gas Containers.
 - 6.12.1 The Contractor shall indicate cost per item for all sizes of small compressed gas containers that can be accepted at a household hazardous waste collection along with criteria for acceptance for each waste management method proposed.

Household Hazardous Waste Collection, Hazardous Waste Services for City and County Departments, and Limited Small Business Hazardous Waste Services

Prepared by the Lincoln-Lancaster County Health Department Environmental Public Health Division 3140 N Street Lincoln, NE 68510

COST PROPOSAL for 03-018

	Management/Disposal	Unit	Unit
Item		Unit	Cost
	Method		Cost
HOUSEHOLD HAZARDOUS WASTE COLLECTIONS			
Mobilization/Demobilization On-Site Labor/ and On-Site Equipment	N/A	Per Collection Site:	\$
		One Day HHW Collection	\$
		One Day and One Afternoon HHW Collection	\$
		One Day and One Afternoon CESQG Event	\$
		City/County Agencies within 2	\$
Waste Characterization Services			
	Field Analysis	Per Sample	\$
	Fuel Blend Analysis	Per Waste Stream	\$
	Full Analysis	Per Waste Stream	\$
	Per Unknown Container	Per Test	\$
	TCLP Analysis	Per Waste Stream	\$
Other (Please Specify)			\$
	WASTE COLLECTIONS Mobilization/Demobilization On-Site Labor/ and On-Site Equipment Waste Characterization Services	Method HOUSEHOLD HAZARDOUS WASTE COLLECTIONS Mobilization/Demobilization On-Site Labor/ and On-Site Equipment Waste Characterization Services Field Analysis Fuel Blend Analysis Full Analysis Per Unknown Container TCLP Analysis	Method HOUSEHOLD HAZARDOUS WASTE COLLECTIONS Mobilization/Demobilization On-Site Labor/ and On-Site Equipment One Day HHW Collection One Day and One Afternoon HHW Collection One Day and One Afternoon CESQG Event Pick up for City/County Agencies within 2 weeks of request. Waste Characterization Services Field Analysis Per Sample Fuel Blend Analysis Per Waste Stream Per Unknown Container Per Test TCLP Analysis Per Waste Stream

#	Item	Management/Disposal Method	Unit	Unit Cost
3	Liquid Non-Halogenated Flammables			N/A
		Bulking Labor at Collection Site	Per Man/Hour	\$
		Bulking Labor at Receiving Facility	Per Bulked Gallon	\$
	Specify Disposal Method:			N/A
		Liquids Incinerated as Alternative Fuel	Per Pumpable Gallon	\$
		Sludge Incinerated as Alternative Fuel	Per Non- Pumpable Gallon	\$
		Liquids Incinerated as Hazardous Waste	Per Pumpable Gallon	\$
	Other Disposal Method] (Please Specify)			\$
4	Inorganic Poisonous Compounds	Specify Disposal Method:	Specify Unit	N/A
	Inorganic Poisonous Liquids		Per Pound	\$
			Per Gallon	\$
	Inorganic Poisonous Solids		Per Pound	\$
5	Organic Poisonous Compounds (Halogenated Solvents & Pesticides)			N/A
	Organic Poisonous Solids		Per Pound	\$
	Organic Poisonous Liquids		Per Gallon	\$
6	Paint	Specify	Specify Unit	N/A
	Latex Paint	Liquids Bulked, Recycled (Please Specify Method/Use)	Per Pumpable Gallon	\$
		Sludge Bulked, Recycled Please Specify Method/Use	Per Non- Pumpable Gallon	\$
	Latex Paint (Specify Other Waste Management/Disposal Method:)	Liquids Bulked	Per Pumpable Gallon	\$

#	Item	Management/Disposal Method	Unit	Unit Cost
6	Latex Paint (Specify Other Waste Management/Disposal Method:) Continued	Sludge Bulked	Per Non- Pumpable Gallon	\$
				\$
7	Oil Based Paint	Specify:	Specify Unit:	N/A
,	On Dased Faint	Liquids Bulked, Recycled	Per Pumpable Gallon	\$
		Sludge Bulked, Recycled (Please Specify Method/Use)	Per Non- Pumpable Gallon	\$
		Liquids Bulked, Incinerated in Fuel Blending (Please Specify Method/Use)	Per Pumpable Gallon	\$
		Sludge Bulked, Incinerated as Hazardous Waste	Per Non- Pumpable Gallon	\$
	Specify Other Waste Management/Disposal Method:			N/A
8	Aerosols	Lab-pack, Incinerated	Per Net Pound	\$
			Per Other Unit: Specify:	\$
		Lab-pack, Treatment	Per Net Pound	\$
			Per Other Unit: Specify:	\$
		Lab-pack, Recycling	Per Net Pound	\$
			Per Other Unit: Specify:	\$
	Aerosols (Specify Other Waste Management/Disposal Method:)			N/A
9	Lab-packs Specify Waste Types	Specify Disposal Method	Specify Unit: i.e., Per Net or Gross Lbs	N/A
		Direct Incineration		\$
10	Dioxins	Specify Disposal Method:	Specify Unit: Per Net or Gross Lbs.	N/A
		Lab-pack/Incineration		\$

#	Item	Management/Disposal Method	Unit	Unit Cost
11	Polychlorinated Biphenyls (PCB's)	Specify Disposal Method:	Specify Unit: Per Net or Gross Lbs	N/A
		Lab-pack, Incineration (Ballasts)		\$
		Lab-pack Treatment		\$
12	Compressed Gas Containers, not empty	Specify Disposal Options - Recycling, Reclamation, Disposal Method, etc.	Specify Unit	N/A
	Specify Type (s) Accepted:	Flammable		\$
		Non-flammable		\$
		Toxic		\$
		Reactive		\$
		Corrosive		\$
13	Corrosives	Specify Disposal Method	Specify Unit:	N/A
	Liquid Corrosives	Lab-packed, Incineration		\$
	Liquid Corrosives	Lab-packed, Treatment (Specify)		\$
	Liquid Corrosives	Other (Specify)		\$
	Solid Corrosives	Lab-packed, Incineration		\$
	Solid Corrosives	Lab-packed, Treatment (Specify)		\$
	Solid Corrosives	Other (Specify)		\$
14	Oxidizers	Specify Disposal Method:	Specify Unit:	N/A
	Specify Types if different options used			\$
15	Reactives	Specify Disposal Method:	Specify Unit:	N/A
	Lithium Batteries Intact			\$
	Lithium Batteries (Not Intact)			\$
	Water Reactive			\$
	<u> </u>			

#	Item	Management/Disposal Method	Unit	Unit Cost
15	Reactives Continued	Specify Disposal Method:	Specify Unit:	N/A
	Peroxide Formers			\$
	Fireworks/Powder (Wetable)			\$
	Flammable Solids			\$
	Organic Peroxides			\$
16	Mercury Compounds	Specify Disposal Method:	Specify Unit:	N/A
	Liquid Mercury (i.e., thermometers, switches, etc.)			\$
	Organic Mercury Compounds			\$
	Inorganic Mercury Compounds			\$
	Fluorescent Lights Tubes			\$
17	Hazardous Waste Liquid (N.O.S.)	Lab-packed, Incinerated		\$
	Hazardous Waste Liquid (N.O.S.)	Lab-packed, Treatment (Specify)		\$
	Hazardous Waste Solid ((N.O.S.)	Lab-packed, Incinerated		\$
	Hazardous Waste Solid (N.O.S.)	Lab-packed, Treatment (Specify)		\$
18	Wastes Containing Asbestos	Specify Disposal Method:	Specify Unit:	N/A
19	Other Waste Types Not Listed (Specify)	Specify Disposal Method:	Specify Unit:	N/A
	, , , , ,			\$
				\$
				\$
	HAZARDOUS WASTE SERVICES FOR CITY/COUNTY DEPT.	N/A	N/A	N/A
20	Mobilization/Demobilization for Services to City of Lincoln-Lancaster County Departments/Agencies. *See Amendment No. 1. NOTE: Master Services Agreement governs terms and conditions of this option.	N/A	Per Service Unit:	\$

#	Item	Management/Disposal Method	Unit	Unit Cost
20	Mobilization/Demobilization for Services to City of Lincoln-Lancaster County Departments/Agencies. Continued.			
	With an associated Household Hazardous Waste Collection			\$
	Without an associated Household Hazardous Waste Collection			\$
	Other Charges			\$
	LIMITED SMALL BUSINESS HAZARDOUS WASTE SERVICE	N/A	N/A	N/A
21	Limited Mobilization/Demobilization for Services for Small Businesses. *See Amendment No. 1. NOTE: Master Services Agreement governs terms and conditions of this option.	N/A	Per Service Event:	N/A
	Three to four hours on a Thursday or Friday associated with Household Hazardous Waste Collections.			\$
22	Mobilization/Demobilization Costs for "Milk-Run" Small Business Hazardous Waste Collections that coordinate with Household Hazardous Waste Events.	N/A	Stop Charges: Per Service Event:	\$
	Mobilization/Demobilization Costs for "Milk-Run" Small Business Hazardous Waste Collections not associated with a Household Hazardous Waste Collection Event.	N/A	Stop Charges: Per Service Event:	\$
23	County Sweep Event, 2 or 3 Hour stops at small towns in county, 2-4 stops during event.	N/A	Stop Charges: Per Service Event:	\$

<u>AFFIRMATIVE ACTION PROGRAM:</u>
Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK OUTSIDE OF BID ENVELOPE: SEALED BID: SPEC. 03-018

COMPANY NAME	BY (Signature)
STREET ADDRESS or P.O. BOX	(Print Name)
CITY, STATE ZIP CODE	(Title)
TELEPHONE No. FAX No.	(Date)
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	ESTIMATED DELIVERY DAYS
TERMS OF PAYMENT	E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, <u>after</u> tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a <u>self-addressed stamped envelope</u> with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

ATTACHMENT NO. 1

Proposal Specifications for 03-018 City of Lincoln-Lancaster County Departments and Agencies Hazardous Waste Services

1.1 Scope of Work for Attachment No 1.

1.1.1 This is a request for a cost quotation from the Contractor for providing hazardous waste packaging, pick-up, transportation, and recycling or disposal services for City and County departments and agencies (for example: Public Works, Parks and Recreation, City/County Shops, etc.) upon request of the Contractor.

2.2 Proposal Specifications.

- 2.2.1 The types of hazardous wastes for which hazardous waste services are needed include, but are not limited to vehicle maintenance operations wastes, laboratory wastes, soil contaminated with diesel, paints and stains, meth lab waste, aerosols, pesticides and herbicides, wetted explosives and unknowns
- 2.2.2 Specific arrangements for pick-up services are to be made at the time each service is needed on a case-by-case basis.
 - 2.2.2.1 The individual City and County departments or agency will contact the Contractor directly when hazardous waste pick-up services are needed.
- 2.2.3 Any waste testing, profiling, inventorying, or other sampling required to ship a waste shall be negotiated at the time the City and County department or agency notifies the Contractor of the need for hazardous waste pick-up services.
- 2.2.4 The Contractor shall provide turn-key services to the requesting Departments or Agencies and shall be responsible for the packaging, transportation, and recycling or disposal of hazardous wastes.
- 2.2.5 The Contractor's services will be governed by the Master Services Agreement established as part of the household hazardous waste collections contract.
- 2.2.6 The Contractor must meet all the requirements and must submit all Attachments as requested in the *Proposal Specifications for Household Hazardous Waste* Sections 3 through 6, as they apply to this type of service. The Contractor is not required to submit items of information or attachments which are duplicative.

3.3 Cost Proposal.

- 3.3.1 The Contractor shall submit a separate Cost Proposal for the type of hazardous waste services specified in this Attachment.
- 3.3.2 If a separate Cost Proposal is not received regarding the type of hazardous waste services specified in this Attachment, it will be assumed that the same costs that are associated with the household hazardous waste collection services will prevail for the services as required by this Attachment.
- 3.3.3 If City or County department or agency request hazardous waste services according to the guidelines specified in this Attachment at times which will coincide with a scheduled household hazardous waste collection event, no separate mobilization fees shall be charged for these services to any City or County departments or agencies.
- 3.3.4 If City or County department or agency request hazardous waste services according to the guidelines specified in this Attachment at times which does not coincide with a scheduled household hazardous waste collection event, and services are provided by the Contractor in response to these requests, only one (1) mobilization fee shall be charged for the services.

ATTACHMENT NO. 2

Proposal Specifications for 03-018 Lancaster County Limited Small Business Hazardous Waste Services

The LLCHD may coordinate a small business educational hazardous waste collection event. The event may include providing limited collection of wastes or specified waste types.

- 1.1 Scope of Work for Attachment No.2.
 - 1.1.1 The Contractor will submit a cost quotation for providing hazardous waste packaging, pickup, transportation, and recycling or disposal services for Conditionally Exempt Small Quantity Generators (CESQG).
 - 1.1.1.1 These small business events shall be held the day prior to Household Hazardous Waste Collections Events and shall be three (3) to five (5) hours in length.
 - 1.1.2 The LLCHD may conduct community educational categorical hazardous waste recycling collections as part of a scheduled grant-funded activities.
 - 1.1.2 Some examples of the wastes that may be categorized for this type of activity may be wastes containing mercury or wastes generated by industry-specific types of operations, such as the vehicle maintenance industry.
- 2.2 Proposal Specifications.
 - 2.2.1 Specific arrangements for pick-up services are to be made at the time each service is needed on a case-by-case basis.
 - 2.2.3.1 The services may include collections of specified categories of wastes at one temporary hazardous waste collection facility.
 - 2.2.3.2 The LLCHD will contact the Contractor directly when CESQG hazardous waste services are needed.
 - 2.2.4 Any waste testing, profiling, inventorying, or other sampling required to ship a waste will be negotiated at the time the LLCHD notifies the Contractor of the need for hazardous waste pick-up services.
 - 2.2.5 The Contractor shall provide turn-key services to the Lincoln- Lancaster County Health Department and shall be responsible for the packaging, transportation, and recycling or disposal of hazardous wastes for any collection activities.
 - 2.2.6 The Contractor's services will be governed by the Master Services Agreement established as part of the household hazardous waste collections contract.
 - 2.2.7 The Contractor must meet all the requirements and must submit all documents as requested for in the *Proposal Specifications for Household Hazardous Waste*, Sections 3. through 6, as they apply to this type of service. The Proposer is not required to submit items of information or documents which are duplicative.
- 3.3 Cost Proposal.
 - 3.3.1 The Contractor shall submit a separate Cost Proposal for the type of hazardous waste services specified in this Attachment.
 - 3.3.2 If a separate Cost Proposal is not received regarding the type of hazardous waste services specified in this Attachment, it will be assumed that the same costs that are associated with the household hazardous waste collection services will prevail for the services as required by this Attachment.
 - 3.3.3 If City or County department or agency request hazardous waste services according to the guidelines specified in this Attachment at times which will coincide with a scheduled household hazardous waste collection event, no separate mobilization fees shall be charged for those services to any City or County departments or agencies.
 - 3.3.4 If City or County department or agency request hazardous waste services according to the guidelines specified in this Attachment at times which does not coincide with a scheduled household hazardous waste collection event, and services are provided by the Contractor in response to these requests, only one (1) mobilization fee shall be charged for the services.

The contacts for the Proposal Bid Specifications are:

Technical, compliance, and waste-specific details contact: Ron Eriksen, Environmental Engineer, Emergency Response Coordinator Lincoln-Lancaster County Health Department

3140 N Street Lincoln, NE 68510

Telephone: (402) 441-6238 Facsimile: (402) 441-3890 E-mail: reriksen@ci.lincoln.ne.us

Event Coordination and site-related details contact: Beth Mann, Household Hazardous Waste Coordinator Lincoln-Lancaster County Health Department 3140 N Street Lincoln, NE 68510 Telephone (402) 441-6235

E-mail: bmann@ci.lincoln.ne.us